

STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS DISCLOSURE AND OTHER LEGAL REQUIREMENTS

IMPORTANT – PLEASE READ CAREFULLY

(This does not form part of the Insurance Contract or any other document)

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

1. About the Broker

- a) The name, physical address and postal address and telephone number.
- b) The legal status and any interest in the insurer.
- c) Whether or not the broker is in possession of professional indemnity insurance.
- d) Details of how to institute a claim.
- e) The Rand amount of fees and commission payable.
- f) Written mandate to act on behalf of insurer.

Your insurance adviser/broker should provide this information to you when you are provided with a quotation or take out a policy of insurance. If your adviser/broker does not do so after you have requested it, please contact **Safire Insurance Company Limited**, who will assist in obtaining it.

2. About the Insurer

- a) The name, physical address and postal address and telephone number.
- b) The telephone number of the compliance department of the insurer.
- c) Details of how to institute a claim and/or complaint.
- d) The type of policy involved.
- e) The extent of the premium obligations you assume as a policyholder.
- f) The manner of payment of premium, due date of premiums and consequences of non-payment.

Your policy document read together with the schedule thereto contains the name, class and type of policy as well as details of procedures to follow in the event of a claim. Should anything be unclear, please contact your insurance broker or Safire Insurance Company Limited for assistance.

Contact Details

Safire Insurance Company Limited

P. O. Box 11475
Dorpspruit
3206

Located at:

Safire House
Redlands Estate
Wembley
Pietermaritzburg

Tel: (033) 264 8500

Fax: (033) 264 8501

VAT Registration Number: 4370196034

FSP Number: 2092

Company Registration Number:

2000/027673/06

PI Cover: Lloyds of London

Underwriting Manager & FAIS Supervisor: Mr Ivan O’Gorman

Email: iogorman@safireinsurance.com

3. Definition of Complaint

“Complaint” means a specific complaint relating to a financial service rendered to you on or after the date of commencement of Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS), alleging that Safire Insurance Company Limited has:

- a) Contravened or failed to comply with a provision of FAIS and that, as a result thereof you have suffered or are likely to suffer financial prejudice or damage;
- b) Wilfully or negligently rendered a financial service to you which has caused prejudice or damage to you or which is likely to result in such prejudice or damage; or
- c) Treated you unfairly.

This does not necessarily entail that every act/omission of Safire Insurance Company Limited or its Broker’s (either as an Intermediary or representative capacity) may give rise to a complaint in terms of the FAIS Act. To meet the requirements of being regarded as a complaint the financial service rendered must either be:

- a) in contravention of the FAIS Act; or
- b) rendered wilfully or negligently in such a manner so as to cause financial loss or prejudice to yourself; or
- c) to have been rendered to yourself in an unfair manner.

4. Internal Complaints Policy

Safire Insurance Company Limited has been licensed by the Financial Services Board as a Financial Services Provider (“FSP”) in terms of FAIS and the subordinate legislation thereto, including the General Code of Conduct for Authorised Financial Services Providers.

In terms of the Code, should you have any complaints, you are required to lodge these in writing with the Compliance Officer, this includes submission by email. Complaints must contain all necessary information and copies of all relevant documentation must be attached thereto.

Safire Insurance Company Limited is committed to:

- a) Handling your complaints free of charge in a manner which it believes is fair to you, its business and its staff.
- b) Ensuring that you have full knowledge of the procedures established for the internal resolution of your complaints, details of which will be given to you, in writing.
- c) Ensuring easy access to its complaints resolution facilities at any of our offices, or by way of post, telephone or electronic communication.
- d) Employing and empowering properly trained people in its business to deal with complaints, as well as providing a mechanism to allow for the escalation and/or prioritisation of non-routine complaints.
- e) Dealing with complaints in a timely and fair manner, with each complaint receiving proper consideration in a process that is managed appropriately and effectively.
- f) Offering full and appropriate redress in all cases where a complaint is resolved in your favour.
- g) Informing you of your right to refer your complaints to the FAIS Ombud should a complaint not be resolved to your satisfaction within **4 weeks** from the date on which the complaint is received by Safire Insurance Company Limited.
- h) Maintaining records of all complaints received for a period of 5 years, which records shall specify the outcome of each complaint.
- i) Implementing follow-up procedures to:
 - Ensure the avoidance of occurrences giving rise to similar complaints, and;
 - Improve services and complaint systems and procedures, where necessary.

6. Internal Complaints Procedure

Any complaints are to be addressed to:

The Compliance Officer

Mr Sean Stanton
Safire Insurance Company Limited
P. O. Box 11475
Dorpspruit
3206

Tel: (033) 264 8500

Fax: (033) 264 8501

Email: sstanton@safireinsurance.com

a) Safire Insurance Company Limited will:

- (i) Log the date and contents of the complaint in the Complaints Register.
- (ii) If a complaint is not in writing, request you to lodge the complaint in writing, together with all relevant documentation.
- (iii) Acknowledge receipt of the complaint in writing within 5 days of receipt thereof, and provide you with the names and contact details of the staff responsible for the handling of your complaint.
- (iv) Promptly investigate the complaint to ascertain whether it can be resolved immediately.
- (v) If the complaint can be resolved immediately, take the necessary action and advise you accordingly.
- (vi) If the complaint cannot be resolved immediately, send you a written summary of the steps to be taken to resolve the matter and the expected date of resolution.
- (vii) If it is unable to resolve the complaint within 4 weeks of logging the complaint in the Complaints Register, notify you accordingly and advise you of your right to:

- Proceed in terms of Rule 6(a) and 6(b) of the Rules on Proceedings of the Office of the Ombud for Financial Services Providers which provides as follows:-
 - I. Where a complaint cannot in a reasonable time be addressed by the responding party, the responding party must as soon as reasonably possible send to the complainant a written acknowledgement of the complaint with contact references of the responding party.
 - II. If within four weeks of receipt of a complaint the responding party has been unable to resolve the complaint to the satisfaction of the client, the responding party must inform the complainant:
 - a. The complaint may be referred to the Office of the Ombud if the complainant wishes to pursue the matter; and
 - b. The complainant should do so within six months of receipt of such notification.

Or

- c. Seek legal redress from any such legal forum as may be appropriate.

III. Update the register with all developments/actions.

IV. Communicate the outcome of the complaint to you in writing, once the resolution process has been completed. The complaint will only be finalized once the Compliance Officer has reviewed and agreed with the outcome.

c) In any case where a complaint is resolved in your favour, Safire Insurance Company Limited will ensure that a full and appropriate level of redress is offered to you without any delay.

- d) Should you not be satisfied with the resolution reached by Safire Insurance Company Limited, You have the right to appeal its outcome to the FAIS Ombud, within a period of not more than 6 months. Please send your written complaints to:-

The FAIS Ombud

www.faisombud.co.za

P. O. Box 74571

Lynwood Ridge

0040

Tel: (012) 470 9080/99

Fax: (012) 348 3447

7. Claims time limitations

Safire Insurance Company Limited shall within a reasonable time after receipt by it of a claim under a policy, accept, reject or dispute such claim or the quantum thereof. With regards to such decision Safire Insurance Company Limited will, within 10 days of accepting, rejecting or disputing such claim, or the quantum thereof, notify you in writing of its decision.

Safire Insurance Company Limited will, in the event that a claim is rejected, disputed or the quantum of a claim is disputed:

- a) Inform you in writing of the reasons for the decision.
- b) Advise you that you may, within 90 days of receipt of the notice rejecting or disputing a claim, or the quantum of a claim, make written representation to Safire Insurance Company Limited regarding the decision.
- c) If you make such representations, Safire Insurance Company undertakes, within 45 days of receipt of the representation, to notify you, in writing, of its decision to accept, reject or dispute the claims or the quantum of a claim for a benefit under your policy.
- d) If notwithstanding the representations Safire Insurance Company Limited confirms the decision to reject or dispute the claim or the quantum of the claim, it shall:
 - Inform you of the reasons for the decision;
 - Include the facts that informed the decision;
 - Include the following information, namely:
 - Informing you of your right to lodge a complaint against the decision to the FAIS Ombud, the details of which are set out above.
 - In the event of your policy containing time restrictions for the institution of legal action, you will be advised of such time restriction.
 - In the event of the policy not containing any time limitation (as mentioned above), the implications of the Prescription Act 68 of 1969 will be provided to you.

8. Other Matters of Importance

- a) Safire Insurance Company Limited will inform you of any material changes to the information referred to in clauses 1 and 2.
- b) If the information in clauses 1 and 2 were provided to you orally, it will be confirmed in writing to you within 30 days of such oral communication.
- c) If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-Term Insurance.
- d) The insurer and not the intermediary must give reasons for repudiating your claim.
- e) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- f) You are entitled to a copy of the policy free of charge.

9. Warning

- a) Do not sign any blank or partially completed application form.
- b) When completing a form/s, please do so in ink.
- c) Please keep all documents provided to you in a safe place.
- d) Carefully consider all the information provided to you.
- e) Don't be pressurised to buy the product.
- f) Be especially aware that incorrect or non-disclosure by you of relevant facts which may influence an insurer to provide cover in terms of your contract of insurance.

10. Particulars of Registrar of Short-Term Insurance Financial Services Board:

P. O. Box 35655

Menlo Park

0102

Tel: 012 428 8000

Fax: 012 347 0221

(You may be required to sign a copy of this document)

11. Other Important Information

Premiums and your Monetary Obligations

Upon signature of your policy documents you are liable to pay the premium due. All information regarding the amount of premium due, the frequency of payment and the date upon which payment is due will be contained in the Schedule, as read with the Policy.

Claims

Procedures for the submission of claims are detailed in the policy document under the Section headed "GENERAL". In the event of a possible claim, you must notify Safire Insurance Company Limited within 30 days of such claim arising or coming to your attention.

The contact details of Safire Insurance Company Limited are contained in all communication sent to you and on our website (www.safireinsurance.com). In the event of a claim you will be required to supply the following information:

- details of other insurance covering the same event
- written details of the event unless otherwise instructed
- information and proof in support of the claim
- documents or details of any communication in connection with the claim.

You must make no admission or statement of liability or make any offer to any third party. Claims resulting from loss, theft or malicious damage must be reported to the police. You must notify Safire Insurance Company Limited as soon as you become aware of any impending prosecution. In the event of a claim you may become responsible for a first amount payable in respect of a claim. Detail of any such responsibility is shown in the policy and the amount is shown in the policy schedule.

General

The policy wording and schedule must be read as one document. If you need advice on any aspect of your policy, first amounts payable, claims procedures or your responsibility to pay premiums, please contact your insurance adviser/broker or the Safire office which is indicated on the accompanying schedule.

Administrative support

Safire Insurance Company Limited outsources the administrative support services, relating to aspects of the policy underwriting and claims handling functions, to Multiline Insurance Administrators (Pty) Limited.

Commission

Commission is earned at the rates stipulated in the regulations: 20% non-motor and 12.5% motor. In addition, an administration fee may be charged by your broker.